

STATE OF LOUISIANA	*	ACT OF RESTRICTIVE COVENANTS
	*	
PARISH OF ORLEANS	*	ORMOND COUNTRY CLUB ESTATES
	*	
	*	ST. CHARLES PARISH
	*	

 Sec 1
 Sq 9 Lots 1-5, 18-32

BE IT KNOWN, that on this 25th day of October, in the year of Our Lord, one thousand nine hundred seventy-eight;

BEFORE ME, Michael J. Casteix, Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

AMELIE GENERES, wife of and LOUIS J. TREUTING, JR., both persons of the full age of majority, residents of and domiciled in the Parish of Jefferson, State of Louisiana, who declared under oath to me, Notary, that they have been married but once and then to each other and they are presently living and residing together.

Mailing Address: 4133 Cognac Drive
 Kenner, Louisiana 70062

who declared that they are the owners of the hereinafter described property,

to-wit:

Those certain portion of ground, together with all the buildings and improvements, appurtenances, and attachments, rights, ways, privileges, servitudes, advantages, batture and batture rights, prescriptions and rights of prescription thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as ORMOND COUNTRY CLUB ESTATES subdivision, being located in Section 1 thereof, and being further identified as Lots 1 through 15 and 18 through 32 of Square 9, all in accordance with the plan of resubdivision drawn by J. J. Krebs & Sons, Inc., dated February 14, 1978, which plan of resubdivision was approved by the St. Charles Parish Police Jury on October 2, 1978 and is registered at COB 214, folio 158 in the records of the Parish of St. Charles, State of Louisiana.

The hereinabove described lots of ground are a portion of the same properties acquired by Amelie Generes, wife of and Louis J. Treuting, Jr. from Dorvin Developments, Inc., by Act of Cash Sale before John Brennan, III, Notary Public, on February 15, 1978, recorded in COB 199, folio 800, records of St. Charles Parish, Louisiana.

And the said appearers do by these presents hereby create and impose on said properties the following restrictions, to-wit:

- 1). LAND USE AND BUILDING TYPE: No lot shall be used

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except for residential purposes and specifically prohibits any use of private homes, such as by professional men, who operate dentist, doctor's offices, nurseries, clinics or law offices. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached multi-family dwelling not to exceed two (2) stories in height. Accessory buildings, such as carports, utility sheds, storage sheds, and greenhouses, etc., must be of substantially the same construction as that of the main dwelling.

2). DWELLING COSTS, QUALITY AND SIZE: No dwelling shall be permitted at a cost of less than \$80,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to ensure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 600 square feet per dwelling unit; in no event, however, shall the square footage of a dwelling be less than 2,400 square feet.

3). BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a 3 foot side yard shall be required for a garage or other permitted accessory building located in the rear one-half (1/2) of any lot. No dwelling or accessory building shall be located on any interior lot nearer than 20 feet to the rear lot line without the express written permission of the Architectural Control Committee. For the purpose of this covenant, eaves, steps, carports, utility rooms, and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, but in no case nearer than twenty (20') feet to the front lot line.

Bay or dormer and other projecting windows, stairways, landings or other structural parts, shall not project beyond the front and side building lines.

Cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond the front and side building lines, however, not exceeding two (2') feet.

4). LOT AREA AND WIDTH: No building shall be erected or placed on any rectangular shaped lot having a width of less than 55 feet at the minimum building setback lines nor shall any swelling be erected or placed on any lot having an area of less than 6,600 square feet.

5). VEHICLES: No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on residential property or on streets, except when making deliveries. Passenger vehicles, owned by a resident, shall be stored on the residence ground and not on the street.

6). NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

7). TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, tool shed, barn or other building shall be used on any lot at any time.

8). SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period. (3)

9). OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick of other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10). LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11). GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12). WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed or equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.

13). SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed and equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.

14). SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area placed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines; provided, further, that on corner lots, no fence shall be located nearer than the building setback line to the side street lot line; no fence shall be located closer

than 20 feet to the front property line on the street side of the lot.

15). TERM: These covenants are to run with the land and shall be binding on all parties and all persons, claiming under them for a period of 25 years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 51% of the total land affected by these restrictions has been recorded, agreeing to change said covenants in whole or in part.

(4)

These covenants cannot be modified or amended prior to the aforementioned 25 years unless an instrument signed by the then owners of 75% of the total land affected by these restrictions has been recorded, agreeing to modify or amend said covenants in whole or in part.

16). ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17). ARCHITECTURAL CONTROL COMMITTEE: All plans for residences to be built on the herein described property must be first submitted to the Architectural Control Committee of DORVIN DEVELOPMENTS, INC., comprised of Arthur P. Raymond, III and Louis J. Treuting, Jr., for approval prior to the beginning of construction. None of the members of said Committee shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant as to approval of the Architectural Control Committee shall be deemed to have been fully complied with.

18). SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND PASSED, in duplicate original, in my office in New Orleans, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses who hereunto signed their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Michelle Katto

Amelie Generes Treuting
AMELIE GENERES

Mary M. McCloskey

Louis J. Treuting, Jr.
LOUIS J. TREUTING, JR.

Michael J. Casteix
Michael J. Casteix
Notary Public

ORMOND CIVIC ASSOCIATION
COVENANT/LEGAL FILE
FILE #26

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